

**BOISE, WEDNESDAY JUNE 6, 2012 AT 10:00 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

**JOSEPH A. GERDON,**

**Plaintiff-Appellant,**

**v.**

**JOSHUA R. RYDALCH, an individual,**

### Defendants-Respondents.

Docket No. 38419

Appeal from the District Court of the Fifth Judicial District, State of Idaho,  
Jerome County. Hon. John K. Butler, District Judge.

Crandall Law Offices and Emil Berg, Boise, attorneys for Appellants.

Anderson, Julian & Hull, LLP, Boise, attorneys for Respondents.

This appeal involves a negligence claim arising out of a motor vehicle accident. The Appellant, Joseph Gerdon, was a passenger in the automobile, traveling with the Respondent, Joshua Rydalch, when the vehicle veered off the road and went down an embankment. At the time of the accident, both Gerdon and Rydalch were employees of Con Paulos Chevrolet, Inc., and were transporting a vehicle for their employer. Gerdon and Rydalch were injured during the accident, and both parties received workers' compensation benefits for the work-related injury. Gerdon also filed a complaint against Rydalch for negligent driving. The district court granted summary judgment in favor of Rydalch, finding that both Gerdon and Rydalch were acting in the course and scope of their employment during the accident. As a result, the district court held that Gerdon's claim of negligence was barred by the exclusive remedy rule under Idaho's Workers' Compensation statutes. Gerdon now appeals to this Court, arguing that the district court erred in holding that Rydalch was acting in the course and scope of his employment at the time of the accident, and that the court abused its discretion by striking a portion of Gerdon's affidavit.

**BOISE, WEDNESDAY, JUNE 6, 2012 AT 11:10 A.M.**

**IN THE SUPREME COURT OF THE STATE OF IDAHO**

**RON MARKIN**

**Plaintiff-Respondent,**

**v.**

**THOMAS W. GROHMANN, individually,**

**Defendant-Appellant,**

**and**

**BRIGITTA WOLFF-GROHMANN,  
individually and as a member of  
AQUASTAR INDUSTRIES, LLC, an  
Arizona limited liability company, and DOES  
I-X, inclusive,**

**Defendants.**

**Docket No. 37981**

Appeal from the District Court of the Fifth Judicial District, State of Idaho, Blaine County. Hon. Robert J. Elgee, District Judge.

Simms Law, Hailey, for appellant.

Stephen D. Thompson, Ketchum, for respondent.

Defendant-Appellant, Thomas W. Grohmann, appeals the district court's recognition of a money judgment against him issued by a German court.

In 1997, Plaintiff-Respondent, Ron Markin, sued Grohmann in the United States District Court for the Central District of California to recover payment on a promissory note entered into by the parties. To avoid litigation, the parties entered into an agreement, which dismissed the action in exchange for Grohmann entering into a payment plan and promising the proceeds from the sale of real property to satisfy the debt. Subsequently, Grohmann failed to adhere to the terms of the agreement, and in December of 2000, Markin obtained an ex parte default judgment against Grohmann.

In 2003, Markin tried to enforce the judgment through a lien placed on a residence of Grohmann in Arizona, but was unsuccessful. Then, in 2005, based on Grohmann's former German citizenship and Grohmann's owning of real property in Germany, Markin sued Grohmann in Germany to obtain a money judgment. A German court awarded Markin a money judgment based on the 1997 agreement entered into with Grohmann.

In 2008, Markin learned that Grohmann owned a condominium in Sun Valley, Idaho. Then, in 2009, Markin filed this action to enforce the judgment against Grohmann through a lien placed on Grohmann's condominium. In 2010, the district court recognized the German judgment as a judgment of the state of Idaho.

Upon appeal, Grohmann argues that the German judgment should not be recognized in Idaho because doing so would violate the judicial principle of res judicata and the Full Faith and Credit clause of the United States Constitution. Grohmann asserts that the 1997 agreement between the parties merged with the default judgment obtained by Markin in the California federal court, which means that subsequent judgments based on the agreement are barred by res judicata. Grohmann also contends that recognition of the German judgment violates the Full Faith and Credit Clause because the California federal court has already decided the issue and recognition of any subsequent judgment effectively usurps that decision.